

## **RELEASE IN FULL**

Bobby Deshawn Bailey and Tashia McPhaul (collectively, "**Releasors**"), for the sole and only consideration of (\$150,000) (One Hundred Fifty Thousand Dollars and Zero Cents), receipt of which is hereby acknowledged, hereby release and discharge Cumberland County Board of Education, David Edwards, Utica Mutual Insurance Company, Liberty Mutual Insurance Company their successors and assigns, and all persons, firms or corporations who are or might be vicariously liable (collectively, "**Releasees**"), from all claims of any kind or character, specifically including any claim for contribution or indemnity, which Releasors have or might have against Releasees from the beginning of the Earth through the date of this release and agreement, and especially because of all damages, losses or injuries to person or property, or both, whether developed or undeveloped or known or unknown, resulting or to result from any incidents as alleged in the Complaint titled Bobby Deshawn Bailey and Tashia McPhaul v. David Edwards and The Cumberland County Board of Education, 14 CVS 2598, Cumberland County Superior Court regarding incidents that occurred at Ramsey Street Middle School or Douglas Byrd Middle School, Cumberland County, North Carolina, and Releasors hereby acknowledge full settlement and satisfaction of all claims, demands, actions and causes of action of whatsoever kind and character which Releasors may have against Releasees by reason of the above mentioned damages, losses or injuries.

Releasors have represented that the injuries sustained are permanent and progressive and that recovery is uncertain and indefinite, and in making this release and agreement, it is understood and agreed that Releasors rely wholly upon their judgment, belief and knowledge of the nature, extent and duration of said injuries and that no representations or statements regarding said injuries or regarding any other matters made by the persons, firms, or corporations who are hereby released or any other person or persons representing the Releasees or by any physician or surgeon employed by Releasees has influenced Releasors to any extent whatever in making this release.

Releasors expressly confirm that Bobby Deshawn Bailey and Tashia McPhaul, are not now, nor have they ever been, Medicare beneficiaries and they were not Medicare eligible. Releasors further represent that there are no liens or reimbursement rights by any hospital, ambulance service, or other medical provider, Medicare, Medicaid, insurance company, or attorney enforceable against the proceeds of this settlement, the Releasees, Utica Mutual Insurance Company, Liberty Mutual Insurance Company, or other persons, firms, or corporations making the payment herein. If such a lien or reimbursement right is asserted, against the proceeds herein, the Releasees, Utica Mutual Insurance Company, Liberty Mutual Insurance Company, and/or any other person, firm, or corporation making payment herein, then the undersigned covenants to pay and satisfy such asserted lien or reimbursement right, or to satisfy the same on a compromise basis, and to obtain in any event a release of the Releasees, Utica Mutual Insurance Company, Liberty Mutual Insurance Company, and/or the persons, firms or corporations making the payment herein, and to indemnify and hold harmless said parties from any costs, expenses, attorney fees, claims, actions, judgments, or settlements resulting from the assertion or enforcement of such lien or reimbursement right by any entity having such lien or reimbursement right.

It is further understood and agreed that the payment of said amount is not to be construed as an admission of liability upon the part of said persons, firms or corporations; liability being by them expressly denied.

Releasors agree to maintain the confidentiality of the subject matter of their claims against the Releasees and not to disparage or encourage others to disparage Releasees. No party shall discuss, disclose, or speak of anything related to and/or regarding this Settlement Agreement titled Release in Full, unless legally compelled to do so, and then, only upon such timely notice to

the other Party as to give them sufficient time to contest any disclosure. In no event shall either Party reveal any information regarding the amount of the settlement, unless legally compelled to do so.

Each party hereto shall be solely responsible for payment of such party's own attorneys' fees and costs in connection with the Lawsuit.

All agreements and understandings between the parties hereto are embodied and expressed herein and the terms of this release are contractual and not a mere recital.

The Parties agree that the representations and provisions stated above are relied upon by the Parties in coming to this Settlement Agreement.

The Releasors acknowledge and agree that they have read this Release in Full and understand its contents and significance. They further represent that they have been represented by an attorney of their own choice who has reviewed the Release in Full and explained the legal consequences of this Release in Full to them.

The validity, construction, interpretation, and administration of this Settlement Agreement titled Release in Full shall be governed by the substantive laws of the State of North Carolina.

**We Have Read the Foregoing Release and Fully Understand It.**

Signed, sealed and delivered  
this 10 day of November 2015  
In the presence of: Bobby Bailey (Claimants sign below)  
Tashia McPhaul (Signature) Bobby Deshawn Bailey (Seal)  
Tashia McPhaul (Signature) (Print name)  
Tashia McPhaul (Signature) (Print Name) (Seal)  
Tashia McPhaul (Signature) (Print Name) (Seal)

**IMPORTANT**

Do you understand that by executing and delivering the foregoing release and accepting the money paid to you therefore, that you thereby release all claims for injuries and damages which you now or hereafter may have against those released and whether or not they are presently developed or undeveloped or presently know or unknown? Yes ☒ No ☐

Bobby Bailey (Signature) Bobby Deshawn Bailey (Seal)  
Tashia McPhaul (Signature) (Print Name)  
Tashia McPhaul (Signature) Tashia McPhaul (Seal)  
Tashia McPhaul (Signature) (Print Name) (Seal)  
Tashia McPhaul (Signature) (Print Name)

(Claimants sign above)

STATE OF  
COUNTY OF Cumberland } ss:

On this 10 day of November, 2015, before me personally came

To me known and known to me to be the person described in and who executed the within instrument, and who duly acknowledged to me that they executed the same of their own free will and accord, and that they fully understand each and every one of them, including the paragraph marked IMPORTANT.

Maria E. Gonzalez  
Notary Public

